



**AGREEMENT OF OPERATIONAL IMPLEMENTATION
PURSUANT TO
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
&
GATEWAY CITIES COUNCIL OF GOVERNMENTS
FOR COORDINATION AND TECHNICAL ANALYSIS FOR
THE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDOR
THROUGHOUT LOS ANGELES COUNTY**

This Agreement of Operational Implementation ("Agreement") is entered into by and between the California High-Speed Rail Authority ("CHSRA"), and the Gateway Cities Council of Governments ("GCCOG") (collectively, the "Parties"), by and through their respective executive directors, for the purpose of implementing the Memorandum of Understanding ("MOU") between the CHSRA and the GCCOG for coordination and technical analysis for the High-Speed Passenger Rail Corridor between the City of Los Angeles and the City of Anaheim.

RECITALS

WHEREAS, the CHSRA and the GCCOG have entered into the MOU for coordination and technical analysis for the High-Speed Passenger Rail Corridor between the City of Los Angeles and the City of Anaheim (the "PROJECT"); and

WHEREAS, Section 5(c) of the MOU provides that the CHSRA will reimburse the GCCOG for PROJECT-related tasks as identified in the MOU up to, and not to exceed, a total of \$700,000; and

WHEREAS, Section 5(c) of the MOU also provides that the CHSRA and GCCOG Executive Directors shall establish and agree upon the scope of work prior to the incurring of reimbursable costs; and

WHEREAS, the reimbursement process described in the MOU has been determined to create burdens and obstacles which the Parties had not intended, and

WHEREAS, the parties, through their executive directors, have discussed and agreed upon a method of satisfying the ultimate objectives of both parties in entering into the MOU which avoids those unintended burdens and obstacles,

NOW, THEREFORE, it is mutually understood and agreed to by the Parties as follows:

1. The Recitals above are incorporated and made a part of this Agreement by this reference.
2. CHSRA agrees to instruct one of its prime contractors to hire, as subconsultants, consultants (hereafter, "CONSULTANTS") selected by the GCCOG;
3. The CONSULTANTS' scope of work will be agreed upon by the parties' executive directors;

4. The CONSULTANTS' work will be subject to the same quality control processes as are applied to all of the consultants working on the PROJECT. However, except as otherwise expressly provided herein, neither the CHSRA nor any of its other consultants or contractors will have any control over the performance of the scope of work, or conclusions reached, by the CONSULTANTS. The CONSULTANTS' performance of the scope of work shall be under the sole control and direction of the GCCOG.

5. The CHSRA will pay up to but not exceeding the sum of \$700,000 for the total costs associated with the CONSULTANTS' work, to be paid against invoices in the same manner as is the case with other sub-consultants and consultants working on the high-speed rail project.

6. The CHSRA obligations pursuant to this agreement are subject to the appropriation of sufficient funds by the Legislature. The CHSRA shall be excused from performing its obligations pursuant to this Agreement during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation by the Legislature. The parties acknowledge that the subcontract between the Authority's prime contractor and the CONSULTANTS will include the following provision: "It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and [name of prime contractor] shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and Consultant shall not be obligated to perform any provisions of this Agreement."

In the event that there will be an insufficiency of funds, the Authority agrees to provide to the GCCOG a courtesy copy of any notice it sends to its contractors and consultants concerning the insufficiency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date set forth below.

MEDHI MORSHED
Executive Director,
California High-Speed Rail Authority



Dated: 2/17/10

RICHARD POWERS
Executive Director,
Gateway Cities Council of Governments



Dated: 2/12/2010